

New CBA

AGREEMENT

between

IAP WORLDWIDE SERVICES, INC.

and

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 99-99A, AFL-CIO**

For

**IRS HEADQUARTERS
OPERATIONS and MAINTENANCE
Washington, D.C.**

October 1, 2009 to September 30, 2012

** See mod 0010 for Phila CBA*

INDEX

	Page No.
ARTICLE I UNION REPRESENTATION AND MEMBERSHIP	1
Section 1.1. Union Representation	1
Section 1.2. Employees.....	1
Section 1.3. Membership	1
Section 1.4. Good Standing	1
Section 1.5. Jurisdiction.....	1
Section 1.6. Duties/Classification	2
Section 1.7. Union Access	3
Section 1.8. New Hires	3
Section 1.9. Seniority List.....	3
Section 1.10. Shop Stewards.....	4
ARTICLE II WAGES, HOURS AND OVERTIME	4
Section 2.1. Wage Schedule	4
Section 2.2. Work Week and Overtime	4
Section 2.3. Call Back.....	4
Section 2.4. Days Off.....	4
Section 2.5. No Reduction	4
Section 2.6. Working Out of Classification	5
Section 2.7. Site Closure by the Government	5
Section 2.8. Lead Pay	5
Section 2.9. On Call Pay.....	5
ARTICLE III VACATIONS, HOLIDAYS AND PAID TIME OFF (PTO)	5
Section 3.1. Vacation Eligibility.....	5
Section 3.2. Vacation Use.....	5
Section 3.3. Vacation Accrual	6
Section 3.4. Holidays	6
Section 3.5. Paid Time Off (PTO)	7
ARTICLE IV MISCELLANEOUS.....	7
Section 4.1. Orders and Instructions	7
Section 4.2. Jurisdiction.....	7
Section 4.3. No Conflict	7
Section 4.4. Funeral Leave	7
Section 4.5. Union Dues	7
Section 4.6. Jury Duty	7
Section 4.7. Military Service	8
Section 4.8. Tools	8
Section 4.9. Uniforms	8
Section 4.10. Successor	8
Section 4.11. Compliance with Federal and State Law	8
Section 4.12. Strikes and Lockout Prohibited.....	8
Section 4.13. Training/Education	8
Section 4.14. Safety Practices.....	9
Section 4.15. Management Rights	9
Section 4.16. Contractual Work	10
ARTICLE V HEALTH, WELFARE & PENSION BENEFITS	10
Section 5.1. Health & Welfare.....	10
Section 5.2. Pension.....	10
ARTICLE VI GRIEVANCE AND ARBITRATION	11

Section 6.1. Grievances	11
Section 6.2. Processing of Grievances	11
Section 6.3. Arbitration	11
ARTICLE VII LAYOFF AND RECALL	12
ARTICLE VIII NEW HIRES, PROMOTION, SELECTION, AND JOB POSTING.....	12
ARTICLE IX TERM OF AGREEMENT	14
EXHIBIT 'A' WAGES	15

AGREEMENT

THIS AGREEMENT is made by and between Local 99-99A, International Union of Operating Engineers, affiliated with the Greater Washington Central Labor Council, AFL-CIO, party of the first part (hereinafter referred to as the "Union"), IAP Worldwide Services, Inc., party of the second part (hereinafter referred to as the "Employer"). That for the purpose of mutual understanding, and in order that a harmonious relationship may exist between the Employer and the employees in the Unit herein defined, and to the end that continuous and efficient service may be rendered by both parties for the mutual benefit of both, it is hereby agreed that:

ARTICLE I

UNION REPRESENTATION AND MEMBERSHIP

Section 1.1. Union Representation: The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for its full-time and regular part-time employees as identified in "Exhibit A" of this Agreement.

Section 1.2. Employees: All employees in positions under the classifications as set forth in Exhibit "A" attached hereto and as further referred to in Section 1.5. of this Agreement.

Section 1.3. Membership: In accordance with the Labor-Management Relations Act of 1947 as amended, the Employer and the Union have entered into a union security agreement requiring employees to pay uniform, periodic union dues and initiation fees. All employees covered by this Agreement shall within thirty (30) days from and after the effective date of this Agreement and as hereinafter set forth, or within thirty (30) days after their employment, pay periodic union dues and initiation fees if applicable. The first ninety (90) days of employment shall be a probationary period during which an employee may be discharged with or without cause. This paragraph shall not be deemed effective or applicable to the Commonwealth of Virginia nor any other jurisdiction where its application would be contrary to law.

Section 1.4. Good Standing: Subject to the provisions of the Act, the Employer will, within five (5) working days after receipt of written notice from the Union, discharge any employee who is not in good standing in the Union as defined in the Act and as required by the preceding paragraph.

Section 1.5. Jurisdiction: The jurisdiction of the Union shall extend over and include the operation, maintenance and repair of all equipment associated with the job classifications listed in Exhibit "A". The Company, at its discretion, may use other Union or non-union personnel to temporarily perform work covered by this Agreement for the purpose of meeting the Government mission or to provide coverage for work not being performed by members of the bargaining unit due to absence from work or in cases of emergency.

- a. All boilers, their accessories and appurtenances.
- b. All fired or unfired pressure vessels and vacuum systems.
- c. All refrigeration and air conditioning machines and their associated equipment including maintenance and repair of cold storage spaces.
- d. All plumbing and piping including water, gas, heating, steam, and sanitation systems.
- e. All emergency power equipment
- f. All machinery and equipment used in the production and for health and comfort of the Employer's business and personnel.
- g. Any and all equipment covered under the terms of the employer's contract with the Government. Employees will continue to do such work not listed above that has been performed in the past.
- h. In addition, it is expressly agreed that the jurisdiction of the Union shall include any and all on-site monitoring, operation, or control of the Energy Management Systems. The Company, at its discretion, may use other union or non-union personnel to perform repairs, upgrades, data modification and services as may be required to meet the Government mission.

The Union, in the exercise of its rights, agrees to keep the equipment covered herein in a clean and orderly condition.

The jurisdiction of the union covers the above to the extent the union work force is employed to operate, maintain, monitor and control the above listed systems:

Section 1.6. Duties/Classifications: The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth in Exhibit "A". The employer shall have the right to establish, evaluate, change and delete a job classification provided such action on the part of the employer is not directed towards reducing the rate of a job in which no substantial change in the job itself has occurred. The employer shall negotiate with the Union any changes to job classifications. The scope of duties of the classifications in this Agreement shall be as follows:

- a) Lead Craftsman – The Employer may have a lead craftsman for the classifications contained herein who shall be responsible to the Chief Engineer or their direct supervisor.

- b) Plumber – To be responsible to the immediate supervisor and only for the safe and efficient operation and maintenance of all equipment as defined in Section 1.6 of this Article.
- c) HVAC Mechanic – To perform installation, scheduled and unscheduled maintenance and repair of all HVAC equipment as described in Section 1.6 of this Article.
- d) Electrician – Performs all electrical trades' functions necessary to install, maintain, and repair the fixtures, equipment, and systems described in the contract.
- e) Maintenance Mechanic I - To perform maintenance and repairs to all equipment as described in Section 1.5 of this Article.
- f) Maintenance Mechanic II - To perform maintenance and repairs to all equipment as described in Section 1.5 of this Article.
- g) General Maintenance Worker – To perform general maintenance and repairs of equipment and buildings requiring practical skill and knowledge (but not proficiency) in such trades as painting, carpentry, plumbing, masonry and electrical work
- h) Production Control Clerk - To perform administration duties as assigned by their supervisor to include such tasks as customer work orders, work tickets, payroll and time sheets, inventory and acquisition of materials, production reports, quality control and work schedules. He/She shall at not time be assigned to stand and engineers/mechanics shift.

Section 1.7. Union Access: The Business Manager and/or Business Representative of the Union shall be permitted access to the facilities where employees covered by this Agreement may be working for the purpose of conducting official Union Business. In the exercise of this provision, the Union agrees to first notify the Employer twenty-four (24) hours in advance of its intent and time to enter said premises. The Union acknowledges that access is contingent upon client's approval.

Section 1.8. New Hires: In determining the qualifications of new employees, the Employer may require the applicant to be mentally and physically capable and competent to protect the best interest of the Employer. The first ninety (90) days of employment shall be a probationary period during which an employee may be discharged with or without cause.

Section 1.9. Seniority List: The Employer agrees to provide to the union a seniority list on a semi-annual basis to include the name, job classification, and the date of hire of all employees. The Employer further agrees to provide a list of all newly hired employees with their classification and date of hire each month to the Union with their date of hire

Section 1.10. Shop Stewards: The Employer agrees to recognize a duly appointed Shop Steward. The Shop Steward shall be afforded a reasonable period of time to conduct Union business during working hours as long as such action does not interrupt operations. The Employer will pay the Steward when meeting with the Employer during normal working hours to properly handle grievances. Each steward shall be the last laid off from within his or her wage classification as identified on Exhibit "A".

ARTICLE II

WAGES, HOURS AND OVERTIME

Section 2.1. Wage Schedule: The wages shall be as shown in Exhibit "A" attached hereto and made a part of this Agreement. All wages are to be paid bi-weekly (twenty-six pay periods per year).

Section 2.2. Workweek and Overtime:

- a. **Workday Definition:** A standard workday shall consist of eight (8) consecutive hours, on five (5) consecutive days, inclusive of a one-half (1/2) hour unpaid lunch period.
- b. **Overtime:** Any work exceeding eight (8) consecutive hours, in any one (1) day or forty (40) hours in any one (1) week (but not both) shall constitute overtime and shall be paid for at one and one-half (1½) times the basic rate. Work performed on the second scheduled day "off day" of the workweek shall be paid for at double or two (2) times the basic rate. All paid time off is included in the calculation for overtime. Furthermore, all hours worked outside the posted work schedule shall be paid at the appropriate overtime rate. There shall be no pyramiding of overtime and premium pay.

Section 2.3. Call Back: In the event that an employee is called back to work in an emergency or for any other reason (other than negligence on his/her part) after completing his/her regular work day and leaving the premises, he/she shall receive not less than four (4) hours pay for same, calculated at one and one-half (1½) times the basic rate.

Section 2.4. Days Off: Each employee shall have two (2) regularly assigned days off in each forty (40) hour week and these days shall be consecutive. Should an employee be assigned to work on either of his/her assigned days off (referred to as sixth and seventh day), or both, he/she shall be paid at the appropriate overtime rate. He/she shall not be assigned off on any of his/her regular working days in order to avoid the payment of overtime.

Section 2.5. No Reduction: No employee shall suffer a reduction in salary, adverse change in working conditions or the loss of any benefit now enjoyed by him/her as a result of this Agreement, but this shall not be held to apply to the result of any rearrangement or

reorganization of personnel, and it is agreed that this section is limited to the understanding that an employee now enjoying a benefit greater than one expressly provided in this Agreement shall continue to receive the benefit so enjoyed and not be reduced to such lesser benefit provided herein.

Section 2.6. Working Out Of Classification: Work performed in a higher rated job classification by an employee in this collective bargaining Agreement shall be paid for at the higher rate when the Employer expressly reassigns such employee to work in a higher rated classification. Such reassignment to a higher rate shall only be valid if written approval of management is received. For the purpose of overtime and for callbacks, the employee will be paid at the higher classification when the overtime or call back is for the purpose of performing work of the higher classification. It is understood that in cases of emergencies or where there are shortages of manpower, the employer may temporarily assign bargaining unit personnel to other classifications. In such cases, there shall be no loss of pay.

Section 2.7. Site Closure by the Government: If during normal work hours the Government closes the site, and the Contracting Officer advises the Employer that they are released from staffing requirements, then those employees will be paid their normal rate for that period. Essential staff that must remain on site will be paid at time and one half (1½) their normal rate of pay.

Section 2.8. Lead Pay: Employees who are temporarily assigned to perform as a lead shall receive an additional 10% per hour of his/her current hourly rate of pay.

Section 2.9. On Call Pay: An employee assigned to on call status shall receive four (4) hours of pay at one and one-half (1½) their normal wage rate for the assigned week.

ARTICLE III

VACATIONS, HOLIDAYS & PAID TIME OFF

Section 3.1. Vacation Eligibility: Each employee covered under the terms of this Agreement is entitled to vacation based on her/his length of service. The length of service includes the whole span of continuous service from the date of employment (anniversary date) with the Employer, wherever employed, and with predecessor contractors in the performance of similar work at the site. Full time employees shall be entitled to accrue annual paid vacation beginning on the first day of employment and utilize that vacation after the 90 day probation period according to the following schedule.

Section 3.2. Vacation Use: Vacations shall normally be taken during the twelve (12) month period following the anniversary date of employment. However, if business reasons preclude an employee from using their accrued vacation during this 12 month period, they may request that up to 40 hours vacation accrual be carried over into the next 12 month period. Requests must be made in writing and approved by Management. Carry over not taken by the end of the next contract year will be forfeited without pay.

Section 3.3. Vacation Accrual: Each employee covered by the terms of this Agreement who has worked continuously in the employ of the Employer or the predecessor Employer for the following period shall be entitled to vacations as shown below, based upon the employee's anniversary date and the employee's length of service.

After one (1) year's service	80 hours paid vacation
After five (5) year's service	120 hours paid vacation
After ten (10) year's service	160 hours paid vacation
After fifteen (15) year's service	180 hours paid vacation

Should a recognized holiday occur during an employee's vacation, he/she shall receive a day's pay for same. During such week(s) all work performed in excess of thirty-two (32) hours shall be paid for at one and one-half (1½) times the basic rate. When an employee is separated from the company for any reason, he/she shall be paid for any unused accrued vacation.

Section 3.4. Holidays: The following holidays shall be recognized and employees shall receive a day's pay for same:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In weeks during which a holiday occurs on a scheduled workday and an employee is assigned off duty, he/she shall receive a day's pay for same. During such week(s) all work performed in excess of thirty-two (32) hours shall be paid for at one and one-half (1½) times the basic rate.

Any employee required to work on a holiday that is not a scheduled day off shall be paid one and one-half (1½) times the basic rate plus holiday pay. No employee shall be assigned to work less than eight (8) hours on a holiday.

Any employee required to work on a holiday that is a scheduled day off shall be paid two (2) times the basic rate plus holiday pay. No employee shall be assigned to work less than eight (8) hours on a holiday.

When a holiday falls on a Saturday or Sunday, it shall be observed on the day designated as the holiday by the Government.

In order to be eligible for holiday pay, the employee must work his/her last scheduled day before the holiday and the first (1st) scheduled day after the holiday, unless otherwise reasonably excused by the Employer.

Any disagreement regarding the above shall be subject to the grievance procedure. Employees on leave of absence, disability, or workers' compensation shall not be eligible for holiday pay unless the holiday occurred within seven (7) days of the commencement of the absence.

Section 3.5. Paid Time Off: Full time employees covered under the terms of this Agreement shall be entitled to accrue forty-eight (48) hours of annual paid time off beginning on the first of October every year and may utilize that paid time off after the 90 day probationary period. Paid time off may be used in one hour increments. Employees must notify their supervisor as far in advance as possible when using paid time off hours. Paid time off will accrue at the rate of 1.538 hours per pay period (twenty-six periods per year).

ARTICLE IV

MISCELLANEOUS

Section 4.1. Orders and Instructions: All orders and instructions for engine room, mechanical repairs, and operations and maintenance work shall be issued through the Project Manager or his assigned Lead. All hiring and discharges will be made in accordance with Employer policy and pursuant to the current Collective Bargaining Agreement.

Section 4.2. Jurisdiction: Notwithstanding any other provision contained in this Agreement, it is expressly agreed that this Agreement covers only those employees authorized and qualified to operate and maintain the equipment and perform renovation work as set forth in Section 1.5 of this Agreement and that the term "maintenance man" does not and is not intended to include custodial and janitorial employees such as charmen, charwoman, janitors, porters, elevator operators, and similar employees.

Section 4.3. No Conflict: The Employer shall not enter into any agreement with any employee covered by this Agreement, the terms of which conflict with the terms of this Agreement.

Section 4.4. Funeral Leave: It is recognized by the Employer and Union that five (5) consecutive days may be needed by an employee to attend the funeral service of a spouse, child or parent, and three (3) consecutive calendar days may be needed by an employee to attend a funeral service of a sister, sister-in-law, brother, brother-in-law, legal guardian, grandparent, grandchild, or parent-in-law. If any of these five (5)/three (3) intervening days were scheduled working day, they shall be considered as an excused absence for which payment will be made. Employees shall not receive pay under this provision for scheduled days off.

Section 4.5. Union Dues: The Employer will deduct from the pay of the employee Union dues, upon signing of an individual dues deduction authorization card in the form agreed to between the Employer and the duly designated officer of the Union.

Section 4.6. Jury Duty: Employees actually serving on juries shall receive the difference between their straight-time weekly basic pay and the amount received while on jury duty. They will be expected to work their regularly posted schedule on days when the jury is not in session.

Proof of attendance issued by the court is required. For the purpose of this Article, nothing herein shall be construed so as not to obligate the Employer to pay for any time away from work during which the employees attendance is not required for jury duty nor shall the Employer be obligated for more than thirty (30) days payment.

Section 4.7. Military Service: Any employee covered by the terms of this Agreement who enters the military service of the United States of America, or is called to active service from the reserves, shall be considered on leave of absence without pay and shall retain his/her seniority during such service and be returned to his/her former or comparable position upon the honorable discharge from such service, so long as the Employer has retained the Contract on which he/she was originally hired and/or contract he/she was currently working on at the time of taking leave of absence.

Section 4.8. Tools: The Employer agrees to furnish all necessary tools and equipment for the safe and efficient performance of the employees' duties.

Section 4.9. Uniforms: The Employer agrees to furnish the employees with work uniforms to be worn during working hours while on duty. The employer will reimburse the Employees \$100.00 per year for safety shoes, should the Employer require them. The employee must submit receipts in order to be reimbursed.

Section 4.10. Successor: This Agreement embodies the entire Agreement between the Employer and the Union, and shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. No provision shall be construed in any manner so as to restrict the Employer from the complete operation and management of its business and plants or in the direction of the working forces. The Employer in the exercise of its rights, however, shall observe the provisions of this Agreement. The successor shall be required to assume any and all accrued seniority, which the employee may have accumulated during his/her employment with the previous Employer.

Section 4.11. Compliance with Federal and State Law: In the event any article, section or provision of this Agreement is held improper or invalid by any civil authority, agency or court, such article, section or provision shall not invalidate other portions of this Agreement, and if any part of this Agreement is in conflict with or not in compliance with the Labor-Management Relations Act, 1947, any amendments or additions thereto, such parts of this Agreement shall automatically be deleted from this Agreement.

Section 4.12. Strikes and Lockout Prohibited: The Union agrees that there shall be no strike, work stoppage, work slow down or sympathy strikes during the term of this Agreement. The Employer agrees not to engage in any lockout during the term of this Agreement.

Section 4.13. Training/Education: The Employer will reimburse the Employee for trade related education expenses provided classes are approved by the employer and completed by the employee with a passing grade or furnish a class completion certificate. Management encourages the employee to seek trade related courses through the Union apprenticeship program, Local 99

Advance Training courses, Community College courses, and trade courses as offered by local Adult Education Centers.

Section 4.14. Safety Practices: The employer will take reasonable measures in order to prevent and eliminate any present or potential job hazards that the employees may encounter at their places of work. The employee will notify the employer in writing of any such job hazard as soon as the employee becomes aware of such unsafe areas, conditions or equipment. The employer, upon notification of any such alleged unsafe condition, shall investigate such condition, and shall be expected to make adjustments in such conditions, or alternatively, recommend to the party responsible for the premises that it makes such adjustments, if, in the employer's investigation, the alleged unsafe condition is found to be a hazard to the employee. The Company agrees to work with the Union on all safety issues.

Section 4.15. Management Rights: It is agreed that the employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the District of Columbia and the United States, including and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the Company, its properties, equipment, facilities and operations and to direct the activities and work of its employees.
2. Hire all employees and determine their qualifications and the conditions of their continued employment.
3. Promote, transfer and assign all employees.
4. Determine the size of the workforce, and to expand or reduce the workforce.
5. Establish, eliminate, continue or revise any personnel and employment policies and /or work rules and regulations.
6. Dismiss, demote and discipline employees for cause.
7. Establish, modify or change any work, business schedule, hours or days.
8. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done, including the assignment and distribution of tasks and work among any of its workforce.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, and amount of supervision and table of organization.
10. Appoint employees to lead positions and abolish such positions.
11. Provide cross training to employees to cover surges in workload, employee absences and to meet customer requirements.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the District of Columbia and the United States.

Section 4.16. Contractual Work: The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union or to discriminate against any of its members. Additional employees who are hired by the Company to accommodate any expansion of services and/or workload on a consistent and routine basis shall be covered by this agreement.

ARTICLE V

HEALTH, WELFARE & PENSION BENEFITS

Section 5.1. Health & Welfare: The Employer agrees to make contributions, as listed below, per month for all employees and their dependents covered herein to the Health and Welfare Trust Fund of the International Union of Operating Engineers, Local 99-99A or to any successor Health and Welfare fund into which Local 99 is integrated, the amount required to participate in the Fund.

Coverage	Effective 10/01/2009	Effective 1/01/2010	Effective 1/01/2011	Effective 1/01/2012
Family	\$817.00	\$886.00	\$961.00	\$1043.00
Individual	\$462.00	\$501.00	\$543.00	\$570.00

In the event that the Employer's contribution is less than the required contribution rate, as determined from time to time by the Trustees of the I.U.O.E. Local 99-99A, Health and Welfare Plan, the Employer shall have the right to, and will, deduct from the wages of each employee an amount equal to the difference between the Employer contribution and the Plan cost, as determined by the Plan Trustees.

The contribution by the Employer, together with the amount withheld from the employees' pay, if any, shall be paid to the Plan Administrator no later than the twentieth (20th) of the month following the month in which the deductions were made.

In the event that there is a decrease in the premium of the Health and Welfare Plan during the term of this Agreement, the Employer agrees to contribute the difference in savings to the Central Pension Fund.

Section 5.2. Pension: The Employer agrees to contribute the following amounts per hour for all hours paid on straight time hourly rate for all employees covered herein to the Central Pension Fund of the International Union of Operating Engineers and Participating Employers (hereinafter called the "Central Pension Fund").

Effective 10/01/2009
\$2.00

ARTICLE VI

GRIEVANCE AND ARBITRATION

Section 6.1. Grievances: In the event any grievance or dispute arises as to the interpretation, application, or any claimed violation of this Agreement, the Union and the Company shall meet in an effort to reach an amicable settlement. Specifically, the matter shall be pursued as follows:

Section 6.2. Processing of Grievances: All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than thirty (30) calendar days from the date of the issue being grieved.

Step 1: Between the Employee's direct Supervisor and the Shop Steward. The first step meeting shall be held within seventy-two (72) hours from the date the grievance is filed with the Company unless another date is set by mutual agreement. The Company shall provide the Shop Steward a written reply to the grievance within five (5) working days after the meeting with the Shop Steward. If this reply is unsatisfactory, the Shop Steward may appeal the decision to Step 2, provided such appeal is made within ten (10) working days after the receipt of the Company's reply.

Step 2: A meeting in Step 2 between the Company Representative or his designee and the Business Representative or a designated representative of the Union shall be held within ten (10) working days after receipt by the Company of Notice of Appeal, unless another date is jointly agreed to by the Company and the Union. The Company Representative shall make a reply to the Union in writing no later than ten (10) working days after meeting with the Business Representative.

Section 6.3. Arbitration: In the event that the matter remains unresolved after the second step, either party may, within a reasonable time and upon written notice to the other party, refer the matter to binding arbitration. The parties shall choose an arbitrator from a panel to be proposed by the American Arbitration Association. The arbitration shall proceed in accordance with the Rules of Labor Arbitration of the American Arbitration Association.

The Union agrees not to engage in any strike, slow-down, or interruption of work while the grievance resolution process continues. There shall be no strike, work stoppage, or interruption in protest of any decision of the arbitrator.

The Company agrees not to engage in any lockout during the term of this Agreement.

The parties agree that the decision or award of such Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from, or to change any of the terms of the Agreement, to change an existing salary rate or to establish a new salary rate.

If it is determined under the grievance procedure, including Arbitration, that any adjustment in salaries is appropriate, such adjustment shall be based upon existing salary rates and shall be applied retroactively to the date of occurrence.

Each party shall bear its expenses in preparing and presenting its own case. The cost of the Arbitrator's services and any other expenses incidental to the Arbitration, shall be borne equally by the parties.

ARTICLE VII

LAYOFF AND RECALL

Seniority is defined as the continuous length of service based on the date of hire at the locations covered by this Agreement. Seniority shall be used for the purpose of benefits provided for in this Agreement.

In the event it becomes necessary to lay off employees for lack of work the least senior employee within the classification within that trade shall be laid off first. This employee may bump to a lower classification provided he/she has the seniority and qualifications.

In recalling employees after layoff, the Employer agrees to offer re-employment to the extent that additional help is needed to employees in the reverse order in which such employees were laid off again within their classification provided, however, that the period of layoff does not exceed twelve (12) months.

An employee, who accepts recall after layoff, will be credited with seniority held at time of such layoff.

ARTICLE VIII

NEW HIRES, PROMOTION, SELECTION, AND JOB POSTING

It is the intent of this Article to establish a procedure to consider and offer employment to the most qualified applicant in situations where a permanent vacancy, other than a temporary vacancy, occurs within the bargaining unit.

When a permanent vacancy occurs within one of the positions contained in the bargaining unit, a bulletin shall be posted in the headquarters of each unit for a period of seven (7) calendar days during which time eligible employees will have an opportunity to submit written bids for the vacancy.

An applicant who does not bid for a job, for reasons including absence from work during the posting period, shall lose all rights to the job; however, shop stewards may bid for job vacancies for employees on vacation, absent due to illness, or other justifiable reasons subject to his/her availability for that position if that employee so desires.

New hires, promotions or transfers will be based on the applicant's qualifications for that particular job. The Employer agrees to give each applicant consideration. In consideration of each applicant, the Employer will rate each applicant on a factor basis to determine his/her level of qualifications for the particular vacancy.

In the event that two (2) or more applicants are measured to having the same necessary qualifications, then seniority within the family will be the determining factor.

ARTICLE IX

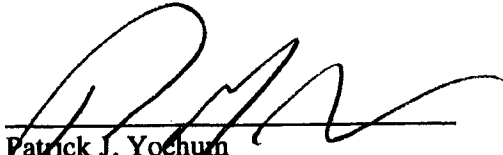
TERM OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of October 2009 to and including the thirtieth (30th) day of September 2012 and shall renew from year to year unless not less than sixty (60) days prior to an anniversary date of this agreement written notice to the contrary be given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

IAP Worldwide Services, Inc.

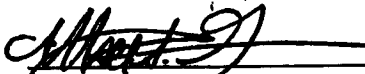
INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
99-99A, AFL-CIO


Patrick J. Yochum
Project Manager


Michael R. Murphy
Business Manager

Approved:

Approved:


Mark A. Gow
Director, HR, BOSS

Don L. Bauman, Jr.
President


David B. Warhol
VP, HR

Harry Geety III
Recording/Corresponding Secretary

ARTICLE IX

TERM OF AGREEMENT

This Agreement shall be in full force and effect from the 1st day of October 2009 to and including the thirtieth (30th) day of September 2012 and shall renew from year to year unless not less than sixty (60) days prior to an anniversary date of this agreement written notice to the contrary be given.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

IAP Worldwide Services, Inc.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
99-99A, AFL-CIO


Print Name/Signature



Michael R. Murphy
Business Manager

Approved: 7-14-2009

Print Name/Signature



Don L. Bauman, Jr.
President

Print Name/Signature



Harry Geety III
Recording/Corresponding Secretary

EXHIBIT "A"

The Wages for the following Classifications shall not be less than the amounts listed below:

Classification	Effective October 1, 2009	Effective October 1, 2010	Effective October 1, 2011
Maintenance Electrician	\$34.59	\$35.63	\$36.70
HVAC Mechanic	\$32.39	\$33.36	\$34.36
Maintenance Plumber	\$30.74	\$31.66	\$32.61
Maintenance Mechanic I	\$21.11	\$21.74	\$22.40
Maintenance Mechanic II	\$24.82	\$25.56	\$26.33
General Maintenance	\$20.86	\$21.48	\$22.12
Production Control Clerk	\$21.30	\$21.94	\$22.60